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IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

DIANE TAYLOR, individually, and on behalf of all others similarly situated, Plaintiff, vs. FRONTIER COMMUNICATIONS CORPORATION, Defendant.	Case No. **PLAINTIFF'S CLASS ACTION COMPLAINT** (1) Violation of the California False Advertising Act (Cal. Business & Professions Code §§ 17500 *et seq*.) and (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq*.) **Jury Trial Demanded**

Plaintiff DIANE TAYLOR ("Plaintiff"), individually and on behalf of all other members of the public similarly situated, allege as follows:

NATURE OF THE ACTION

1. Plaintiff brings this class action Complaint against Defendant FRONTIER COMMUNICATIONS CORPORATION (hereinafter "Defendant") to stop Defendant's practice of falsely advertising its internet services and to obtain redress for a California class of consumers ("Class Members") who changed position, within the applicable statute of limitations period, as a result of Defendant's false and misleading advertisements.

2. Defendant is a corporation with principal place of business in Connecticut and state of incorporation in Delaware and is engaged in the sale and distribution of internet and telephone services.

3. Defendant represents that certain internet and telephone services will be provided at a particular price when this is in fact false. In addition, Defendant represents to its consumers that there will be no installation charges, activation fees or other miscellaneous fees other than the advertised price of its service plans when this is in fact false as well. Defendant misrepresented and falsely advertised to Plaintiff and others similarly situated consumers these internet and telephone services (hereinafter "Class Products").

4. Plaintiff and others similarly situated purchased or attempt to purchase these internet services.

5. Defendant's misrepresentations to Plaintiff and others similarly situated caused them to purchase or attempt these internet and telephone services, which Plaintiff and others similarly situated would not have purchased or attempted to purchase absent these misrepresentations by Defendant and its employees. In so doing, Defendant has violated California consumer protection statutes, including the Unfair Competition Law, and False Advertising Law.

NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT

6. Consumers purchase internet and telephone services advertised to be a certain price.

7. Consumers rely on the representations and advertisements of service providers in order to know which internet services to purchase. Price and features are important and material to consumers at the time they sign up for services with a particular internet service provider, as consumers are sensitive to the costs they pay for these utility services, compared to what they could purchase from a competitor service provider.

8. Defendants are engaged in the manufacture, marketing, supplying and distributing of telephone and internet services at a higher priced than advertised and including additional fees that are not disclosed at the time consumers sign up for services.

9. When consumers sign up for services with an internet and telephone service provider, they reasonably believe that they will be billed at a rate that is equal to the price that was advertised and disclosed at the time they agree to initiate a relationship with the service provider.

10. Defendants profit from the sale of the internet and telephone services. At a higher price, many of the consumers would not have purchased or attempted to purchase these internet or telephone services, or would have chosen to purchase services from a competitor.

11. In the case of Plaintiff, the internet and telephone services purchased were multiple times more than the advertised price that was communicated to Plaintiff at the time she agreed to purchase said services.

12. Defendants conceal the fact that internet and telephone services are not going to be provided at the advertised price, in order to deceive consumers into paying more than they agreed to for the same level of service.

13. Defendants do not present consumers with a written copy of the correct terms of the purchase prior to purchase, in order to conceal the deception that is at issue in this case.

14. Defendants make written and oral representations to consumers which contradict the actual price of the internet and telephone services that will be billed after the consumer signs up for service.

15. The aforementioned written and oral representations are objectively false, and constitute false advertising under Cal. Bus. & Prof. Code §§ 17500 et. seq. an unlawful, unfair, or deceptive business practices under Cal. Bus. & Prof. Code §§ 17200 et. seq., and further constitute a violation of Cal. Civ. Code §§ 1750 *et. seq.*

16. Defendants' violations of the law include, but not limited to, the false advertising, marketing, representations, and sale of the falsely advertised Class Products to consumers in California.

17. On behalf of the class, Plaintiff seeks an injunction requiring Defendants to cease advertising and selling the Class Products in a manner that is deceptive, to disclose all hidden fees in a conspicuous manner at or prior to the point of sale, and an award of damages to the Class Members, together with costs and reasonable attorneys' fees.

JURISDICTION AND VENUE

18. This class action is brought pursuant to Federal Rule of Civil Procedure 23. All claims in this matter arise exclusively under California law.

19. This matter is properly venued in the United States District Court for the Central District of California, in that Plaintiff purchased the internet services from Riverside County and Defendant provided the services to Plaintiff in that location. Plaintiff resides in the Central District of California and Defendants do business, inter alia, in the Central District of California.

20. The Class Action Fairness Act of 2005, Pub. L. 109-2, 119 Stat. 4 (Feb. 18, 2005), by virtue of 28 U.S.C. §1332(d)(2), explicitly provides for the original jurisdiction of federal courts in any class action in which at least 100 members are in the proposed plaintiff class, any member of the plaintiff class is a citizen of a State different from the State of citizenship of any defendant, and the matter in controversy exceeds the sum of $5,000,000.00, exclusive of interests and costs.

21. In the case at bar, there are at least 100 members in the proposed Class and Sub-classes. However, Plaintiff is unaware of the aggregate total claims of the proposed Class. Thus, at this stage, it is unknown whether the claims of California class members are in excess of $5,000,000.00 in the aggregate, exclusive of interests and costs.

THE PARTIES

22. Plaintiff Diane Taylor is a citizen and resident of the State of California, County of Orange.

23. Defendant FRONTIER COMMUNICATIONS CORPORATION is a corporation company with its principle place of business located and headquartered in Connecticut. Defendant's State of Incorporation is in Delaware.

24. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or is attributable to, Defendants and/or its employees, agents, and/or third parties acting on its behalf, each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all of Defendants' employees, agents, and/or third parties acting on its behalf, were in accordance with, and represent, the official policy of Defendants.

25. Plaintiff is informed and believes, and thereon alleges, that said Defendants are in some manner intentionally, negligently, or otherwise

responsible for the acts, omissions, occurrences, and transactions of each and all its employees, agents, and/or third parties acting on its behalf, in proximately causing the damages herein alleged.

26. At all relevant times, Defendants ratified each and every act or omission complained of herein. At all relevant times, Defendants, aided and abetted the acts and omissions as alleged herein

PLAINTIFF'S FACTS

27. In or around May of 2016, Plaintiff purchased an internet service plan that included a hard line telephone serve with Defendant. Defendant represented to Plaintiff that the service plan would cost approximately forty nine dollars and ninety-nine cents per month ($49.99), including taxes and fees.

28. Plaintiff was told at the time that Verizon Fios was purchased by Frontier that the $49.99 charge would be honored, and that Plaintiff's bill would not be increased.

29. The following month, Plaintiff's bill reflected charges of $104.98. Plaintiff immediately contacted Frontier about these charges, and was told that if Plaintiff signed a contract with Frontier, her bill would decrease to only $69.00 per month, and that Plaintiff would receive promotional discounts from Frontier every month through November 2018. Plaintiff was assured that her bill would decrease to $34.00 per month, in total, after she signed a Frontier contract.

30. In reliance on Frontier's representations, Plaintiff signed a contract with Frontier. Incredibly, Frontier never applied any discounts to Plaintiff's subsequent bill, despite their representations.

31. When Plaintiff called Frontier again, Frontier denied having any knowledge or record of Plaintiff's being offered the discounts she was promised. Frontier inexplicably told Plaintiff she did not qualify for the discounts because she was still a Verizon Fios customer, despite Verizon Fios no longer being in

existence at the time of the call, and despite Plaintiff's bill skyrocketing above her $49.99 Verizon Fios contract price.

32. Plaintiff requested to be released from the contract she signed with Frontier, and Frontier told Plaintiff she would have to pay $160 to be released from it, despite them having no record of her promised discounts on file.

33. For the service plan, Plaintiff paid more than valuable consideration. Plaintiff relied on the fact that the service plan was being advertised for a particular price and would include particular features at the time of her purchase. Plaintiff was never informed, in writing, orally, or in any conspicuous manner, that she would be charged a cancellation fee if Defendant failed to honor the pricing they promised her.

34. When purchasing Defendant's services Defendant informed Plaintiff that she would be guaranteed a bill of only $34.00/month through November 2018. Plaintiff relied on Defendant's statements about the cost of service in deciding to purchase services from Defendant over other competitors. Plaintiff felt assured that since Defendant provided her with a cost of service, and failed to disclose that there would be any additional fees billed to her account, that she would be charged the price that was advertised. Plaintiff would not have agreed to sign up for service with Defendant if she had known that Defendant would charge her a higher price than was represented, for the services.

35. Defendant never informed Plaintiff that they would charge Plaintiff any additional fees, nor did Plaintiff provide her consent to be charged any additional fees.

36. The failure to honor the $34.00 price that was offered to Plaintiff, had Plaintiff known these representations would not be honored, would have impacted her decision to purchase services from Defendant over other brands of service. Plaintiff would have found it important to her purchase decision to know exactly

what she was going to be charged for service, and believed that she knew that amount to be $69 per month, with discounts until November 2018, guaranteeing her bill would only be $34.00/month through 2018.

37. Defendant continued to send incorrect bills to Plaintiff and failed to correct the problem.

38. Plaintiff felt ripped off and cheated by Defendant, for being charged and billed for charges that were not authorized or conspicuously disclosed, and for Defendant duping her into signing a contract by making false promises and representations which they subsequently had "no record" of. Plaintiff believes that Defendant will continue its action of duping customers into signing Frontier contracts, and then refusing to honor their quotes prices, unless Defendant's practices are halted by way of an injunction.

39. As a result of Defendant's fraudulent practices, described herein, Plaintiff has suffered emotional distress, wasted time, and anxiety.

40. Plaintiff alleges on information and belief that Defendant bills customers for these unexplained charges, makes representations and false promises regarding service costs in order to obtain customers, without conspicuously disclosing to consumers that they will be billed for these other charges, or in different amounts. Plaintiff asserts that this practice constitutes a fraudulent omission of a material fact relating to the cost of services, that would be important to a reasonable consumer to know at the time they sign up for services with Defendant.

41. Plaintiff alleges on information and belief that it is Defendant's policy and practice to represent to consumers, including Plaintiff, that they will be charged a particular price per month for internet services, and to represent to said consumers that they will not be charged any installation fees or activation fees. Plaintiff asserts that this practice constitutes a fraudulent affirmative

representation of a material fact relating to the cost of service, which would be important to a reasonable consumer to know at the time they sign up for services with Defendant.

42. Plaintiff alleges on information and belief that Defendant's policy and practice is to materially misrepresent the price of its services, through said fraudulent omissions and misrepresentations, to induce consumers to reasonably rely on the price of service, in order to induce their purchase of services from Defendant over law abiding competitors.

43. Defendant has a duty to disclose the full cost of services, including activation fees, installation fees, and other related charges, to consumers, prior to the time that they agree to purchase services from Defendant. Defendant has a duty to disclose these material terms, because such terms would be highly important to a reasonable consumer, because a failure to disclose such terms would have the effect of drastically and unexpectedly elevating the price of Defendant's services for consumers, and because Defendant binds consumers to contracts of terms, thereby preventing consumers from easily getting out of their obligations with Defendant.

44. Upon learning that the service plan was priced higher than Plaintiff anticipated, and higher than Defendant clearly represented that it would be, Plaintiff felt ripped off and cheated by Defendant.

45. Such sales tactics rely on falsities and have a tendency to mislead and deceive a reasonable consumer.

46. Defendants expressly represented to Plaintiff, through written statements, the price of its products and services.

47. Plaintiff alleges that such representations were part of a common scheme to mislead consumers and incentivize them to purchase telephones and services.

48. In purchasing the Class Products, Plaintiff relied upon Defendant's representations.

49. Such representations were clearly false because the prices of the products and services offered by Defendant were at a higher rate than represented.

50. Plaintiff would not have purchased the products and services if she knew that the above-referenced statements made by Defendants were false.

51. Had Defendants properly marketed, advertised, and represented the Class Products, Plaintiff would not have purchased the products and services.

52. Plaintiff agreed to give her money, attention and time to Defendant because of the price that the internet service was advertised. Defendants benefited from falsely advertising the prices of the service. Defendants benefited on the loss to Plaintiff and provided nothing of benefit to Plaintiff in exchange.

53. Had Defendants properly marketed, advertised, and represented the Class Products, no reasonable consumer who purchased or attempted to purchase the internet services would have believed that it was the price it actually way.

54. On information and belief, thousands of consumers have issued complaints online about similar experiences with Defendant charging them undisclosed Initiation Fees, and attempting to bill them for hundreds of dollars more than they agreed to pay for services. It is this practice that Plaintiff seeks to put an end to, and recover compensation for class members.

55. Defendant's conduct is inherently deceptive and misleads the least-sophisticated consumer, as it is it is plausible that an unsophisticated consumer would believe that they owed debts for installation and activation fees, and other related charges, even though such amounts were never conspicuously disclosed at the point of sale, and even though Defendant makes representations to consumers that would lead a consumer to believe that such amounts were not owed.

56. Defendant's acts and omissions were intentional, and resulted from

Defendant's desire to mislead debtors and consumers into making payments on debts that are not owed.

CLASS ACTION ALLEGATIONS

57. Plaintiff brings this action, on behalf of herself and all others similarly situated, and thus, seeks class certification under Federal Rule of Civil Procedure 23.

58. The class Plaintiff seeks to represent (the "Class") is defined as follows:

> All consumers, who, between the applicable statute of limitations and the present, purchased or attempted to purchase one or more Class Products in the State of California, and whose telephone and/or internet service was advertised at a lower price than charged.

59. Plaintiffs also represents, and is a member of the following class:

> All persons residing in the State of California, who, within the one (1) year preceding the filing of the Complaint in this action, received collection correspondence from Defendant that attempted to collect undisclosed fees relating to installation or activation charges.

60. As used herein, the term "Class Members" shall mean and refer to the members of the Classes described above.

61. Excluded from the Class is Defendant, its affiliates, employees, agents, and attorneys, and the Court.

62. Plaintiff reserves the right to amend the Class, and to add additional subclasses, if discovery and further investigation reveals such action is warranted.

63. Upon information and belief, the proposed class is composed of thousands of persons. The members of the class are so numerous that joinder of all members would be unfeasible and impractical.

64. No violations alleged in this complaint are contingent on any

individualized interaction of any kind between class members and Defendant.

65. Rather, all claims in this matter arise from the identical, false, affirmative representations of the services, when in fact, such representations were false.

66. There are common questions of law and fact as to the Class Members that predominate over questions affecting only individual members, including but not limited to:

(a) Whether Defendant engaged in unlawful, unfair, or deceptive business practices in selling Class Products to Plaintiff and other Class Members;

(b) Whether Defendants made misrepresentations with respect to the Class Products sold to consumers;

(c) Whether Defendants profited from both the sale of the telephones and the advertised green base;

(d) Whether Defendants violated California Bus. & Prof. Code § 17200, *et seq*. and California Bus. & Prof. Code § 17500, *et seq*.;

(e) Whether Defendants violated California Bus. & Prof. Code § 17200, *et seq*. and California Bus. & Prof. Code § 17500, *et seq*.;

(f) Whether, within the one (1) year preceding the filing of this Complaint, Defendant sent collection letters to debtors and consumers on to collect unauthorized fees and charges for undisclosed activation and installation fees;

(g) Whether Plaintiff and Class Members are entitled to equitable and/or injunctive relief;

(h) Whether Defendants' unlawful, unfair, and/or deceptive practices harmed Plaintiff and Class Members; and

(i) The method of calculation and extent of damages for Plaintiff and Class Members.

67. Plaintiff is a member of the classes she seeks to represent

68. The claims of Plaintiff are not only typical of all class members, they are identical.

69. All claims of Plaintiff and the class are based on the exact same legal theories.

70. Plaintiff has no interest antagonistic to, or in conflict with, the class.

71. Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member, because Plaintiff bought Class Products from Defendants during the Class Period. Defendant's unlawful, unfair and/or fraudulent actions concerns the same business practices described herein irrespective of where they occurred or were experienced. Plaintiff's claims are typical of all Class Members as demonstrated herein.

72. Plaintiff will thoroughly and adequately protect the interests of the class, having retained qualified and competent legal counsel to represent herself and the class.

73. Common questions will predominate, and there will be no unusual manageability issues.

FIRST CAUSE OF ACTION

Violation of the California False Advertising Act

(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)

74. Plaintiff incorporates by reference each allegation set forth above.

75. Pursuant to California Business and Professions Code section 17500, *et seq*., it is unlawful to engage in advertising "which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to

be untrue or misleading . . . [or] to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated therein, or as so advertised."

76. California Business and Professions Code section 17500, *et seq*.'s prohibition against false advertising extends to the use of false or misleading written statements.

77. Defendant misled consumers by making misrepresentations and untrue statements about the Class Products, namely, Defendant sold telephones and services at a higher rate than advertised, and made false representations to Plaintiff and other putative class members in order to solicit these transactions.

78. Defendant knew that its representations and omissions were untrue and misleading, and deliberately made the aforementioned representations and omissions in order to deceive reasonable consumers like Plaintiff and other Class Members.

79. As a direct and proximate result of Defendant's misleading and false advertising, Plaintiff and the other Class Members have suffered injury in fact and have lost money or property, time, and attention. Plaintiff reasonably relied upon Defendant's representations regarding the Class Products. In reasonable reliance on Defendant's false advertisements, Plaintiff and other Class Members purchased the Class Products. In turn Plaintiff and other Class Members ended up with or attempted to obtain services that turned out to actually be more expensive than advertised, and therefore Plaintiff and other Class Members have suffered injury in fact.

80. Plaintiff alleges that these false and misleading representations made by Defendant constitute a "scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated

therein, or as so advertised."

81. Defendant advertised to Plaintiff and other putative class members, through written representations and omissions made by Defendant and its employees, that the Class Products would be of a particular price.

82. Thus, Defendant knowingly sold Class Products to Plaintiff and other putative class members.

83. The misleading and false advertising described herein presents a continuing threat to Plaintiff and the Class Members in that Defendant persists and continues to engage in these practices, and will not cease doing so unless and until forced to do so by this Court. Defendant's conduct will continue to cause irreparable injury to consumers unless enjoined or restrained. Plaintiff is entitled to preliminary and permanent injunctive relief ordering Defendant to cease its false advertising, as well as disgorgement and restitution to Plaintiff and all Class Members Defendant's revenues associated with their false advertising, or such portion of those revenues as the Court may find equitable.

SECOND CAUSE OF ACTION

Violation of Unfair Business Practices Act

(Cal. Bus. & Prof. Code §§ 17200 *et seq*.)

84. Plaintiff incorporates by reference each allegation set forth above.

85. Actions for relief under the unfair competition law may be based on any business act or practice that is within the broad definition of the UCL. Such violations of the UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required to provide evidence of a causal connection between a defendants' business practices and the alleged harm--that is, evidence that the defendants' conduct caused or was likely to cause substantial injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct created a risk of harm. Furthermore, the "act or practice" aspect of the statutory

definition of unfair competition covers any single act of misconduct, as well as ongoing misconduct.

UNFAIR

86. California Business & Professions Code § 17200 prohibits any "unfair . . . business act or practice." Defendant's acts, omissions, misrepresentations, and practices as alleged herein also constitute "unfair" business acts and practices within the meaning of the UCL in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. There were reasonably available alternatives to further Defendant's legitimate business interests, other than the conduct described herein. Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date.

87. In order to satisfy the "unfair" prong of the UCL, a consumer must show that the injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or competition; and, (3) is not one that consumers themselves could reasonably have avoided.

88. Here, Defendant's conduct has caused and continues to cause substantial injury to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury in fact due to Defendant's decision to sell them falsely described telephones (Class Products). Thus, Defendant's conduct has caused substantial injury to Plaintiff and the members of the Sub-Class.

89. Moreover, Defendant's conduct as alleged herein solely benefits Defendant while providing no benefit of any kind to any consumer. Such deception utilized by Defendant convinced Plaintiff and members of the Class that the Class Products were a certain price, in order to induce them to spend money

on said Class Products. In fact, knowing that Class Products were not this price, Defendant unfairly profited from their sale. Thus, the injury suffered by Plaintiff and the members of the Sub-Class is not outweighed by any countervailing benefits to consumers.

90. Finally, the injury suffered by Plaintiff and members of the Sub-Class is not an injury that these consumers could reasonably have avoided. After Defendant falsely represented the Class Products, Plaintiff and class members suffered injury in fact due to Defendant's sale of Class Products to them. Defendant failed to take reasonable steps to inform Plaintiff and class members that the Class Products did not include the advertised piece. As such, Defendant took advantage of Defendant's position of perceived power in order to deceive Plaintiff and the Class members to purchase telephones and services for a higher price. Therefore, the injury suffered by Plaintiff and members of the Class is not an injury which these consumers could reasonably have avoided.

91. Thus, Defendant's conduct has violated the "unfair" prong of California Business & Professions Code § 17200.

FRAUDULENT

92. California Business & Professions Code § 17200 prohibits any "fraudulent ... business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a consumer must allege that the fraudulent business practice was likely to deceive members of the public.

93. The test for "fraud" as contemplated by California Business and Professions Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a § 17200 violation can be established even if no one was actually deceived, relied upon the fraudulent practice, or sustained any damage.

94. Here, not only were Plaintiff and the Class members likely to be deceived, but these consumers were actually deceived by Defendant. Such

deception is evidenced by the fact that Plaintiff agreed to purchase Class Products under the basic assumption that they cost a certain price when in fact they were much more expensive. Plaintiff's reliance upon Defendant's deceptive statements is reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For the same reason, it is likely that Defendant's fraudulent business practice would deceive other members of the public.

95. As explained above, Defendant deceived Plaintiff and other Class Members by representing the Class Products as including the described piece, and thus falsely represented the Class Products.

96. Thus, Defendant's conduct has violated the "fraudulent" prong of California Business & Professions Code § 17200.

UNLAWFUL

97. California Business and Professions Code Section 17200, et seq. prohibits "any unlawful…business act or practice."

98. As explained above, Defendant deceived Plaintiff and other Class Members by representing the Class Products as being a lower price than they were.

99. Defendant used false advertising, marketing, and misrepresentations to induce Plaintiff and Class Members to purchase the Class Products, in violation of California Business and Professions Code Section 17500, et seq. Had Defendant not falsely advertised, marketed or misrepresented the Class Products, Plaintiff and Class Members would not have purchased the Class Products. Defendant's conduct therefore caused and continues to cause economic harm to Plaintiff and Class Members.

100. These representations by Defendant is therefore an "unlawful" business practice or act under Business and Professions Code Section 17200 *et seq*.

101. Defendant has thus engaged in unlawful, unfair, and fraudulent

business acts entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its actions

MISCELLANEOUS

102. Plaintiff and Class Members allege that they have fully complied with all contractual and other legal obligations and fully complied with all conditions precedent to bringing this action or that all such obligations or conditions are excused.

REQUEST FOR JURY TRIAL

103. Plaintiff requests a trial by jury as to all claims so triable.

PRAYER FOR RELIEF

104. Plaintiff, on behalf of herself and the Class, requests the following relief:

(a) An order certifying the Class and appointing Plaintiff as Representative of the Class;

(b) An order certifying the undersigned counsel as Class Counsel;

(c) An order requiring FRONTIER COMMUNICATIONS CORPORATION, at its own cost, to notify all Class Members of the unlawful and deceptive conduct herein;

(d) An order requiring FRONTIER COMMUNICATIONS CORPORATION to engage in corrective advertising regarding the conduct discussed above;

(e) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;

(f) Punitive damages, as allowable, in an amount determined by the Court or jury;

(g) Any and all statutory enhanced damages, including, but not limited to for statutory damages of $1,000.00 for Plaintiff and each member of The Class pursuant to *Cal. Civ. Code* §1788.30.

(h) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;

(i) Pre- and post-judgment interest; and

(j) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

Dated: March 16, 2017 Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC

By: /s Todd M. Friedman
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